

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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JOHN KOBECK and LASHONDA COX, on :  
behalf of themselves, FLSA Collective :  
Plaintiffs, and Class Members, :  
Plaintiffs, :  
:

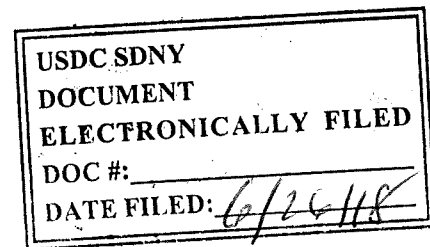
v. :

ARMONK BRISTAL LLC, ARMONK SENIOR :  
CARE LLC, WOODCLIFF LAKE SENIOR :  
CARE, LLC, WOODCLIFF LAKE BRISTAL :  
LLC, SAYVILLE BRISTAL LLC, WESTBURY :  
SENIOR LIVING, INC., LYNBROOK SENIOR :  
CARE, LLC, EB AT HOLTSVILLE, LLC, :  
LAKE GROVE SENIOR CARE LLC, EB :  
CARE AT WEST BABYLON LLC, ENGEL :  
BURMAN AT JERICHO, LLC, ENGEL :  
BURMAN AT ENGLEWOOD LLC, ENGEL :  
BURMAN AT WAYNE LLC, ULTIMATE :  
CARE ASSISTED LIVING MANAGEMENT :  
LLC, JAN BURMAN, STEVEN KRIEGER, :  
MARYELLEN MCKEON, LAURIE MUSTO, :  
LORI MALONEY, and SAMANTHA :  
KRIEGER, :

Defendants. :  
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**ORDER OF DISMISSAL**

16 CV 8770 (VB)



On June 25, 2018, the parties in this Fair Labor Standards Act case filed settlement agreements (Docs. ##120-1, 120-2), and a joint statement explaining the basis for the agreements (Doc. #120), as required by Cheeks v. Freeport Pancake House, Inc., 796 F.3d 199 (2d Cir. 2015).

As an initial matter, the parties submitted a settlement agreement between defendants and non-party Barbara Mattesich. (Doc. #120-3). Mattesich was at one time a plaintiff in this case, but submitted a stipulation voluntarily dismissing her claims, which the Court “so ordered” on November 13, 2017. (Doc. #88). Accordingly, Mattesich is not a party in this case, and the Court has no jurisdiction to approve Mattesich’s settlement agreement with defendants.

The Court has carefully reviewed the settlement agreements between Kobeck, Cox, and defendants, and has considered the following factors: (i) the parties' position as to the proper valuation of plaintiffs' claims; (ii) the risks and costs of continuing to litigate; (iii) the fact that the parties settled with the assistance of an experienced, privately-retained mediator, Ruth D. Raisfeld, Esq.; (iv) the fact that plaintiffs are represented by counsel; (v) the fact that plaintiffs no longer work for defendants; (vi) the fact that the confidentiality clauses are limited to plaintiffs' retaliation and discrimination claims; (vii) the fact that the non-disparagement clauses are mutual; (viii) the fact that plaintiffs are each receiving an amount substantially in excess of the estimated unpaid overtime wages calculated to be owed assuming plaintiffs were misclassified as overtime exempt employees; and (ix) the representation that all parties desire to resolve this action early and avoid the costs and uncertainty associated with drawn-out litigation.

Based on the foregoing, the Court finds that the settlement agreements are fair and reasonable, and the product of arm's-length negotiation, not fraud or collusion.

Moreover, the Court finds the attorneys' fees to be fair and reasonable under the circumstances.

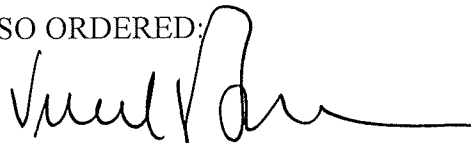
### **CONCLUSION**

The parties' settlement agreements (Docs. ##120-1, 120-2) are APPROVED, and the case is DISMISSED with prejudice.

The Clerk is instructed to close this case.

Dated: June 26, 2018  
White Plains, NY

SO ORDERED:

A handwritten signature in black ink, appearing to read 'Vincent L. Briccetti', written over a horizontal line.

Vincent L. Briccetti  
United States District Judge